



JUSTIN HANSON
Mayor

TINA DUNN
Recorder-Treasurer

City of Covington

POST OFFICE BOX 768

200 West Washington Avenue, Covington, Tennessee 38019

Telephone (901) 476-9613 Fax (901) 476-6699

THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON, TENNESSEE ON MARCH 12, 2019 at 5:30 p.m.

1. Meeting to be called to order by Mayor Justin Hanson.
2. Invocation to be given by Alderman C H Sullivan.
3. Pledge of Allegiance to the Flag to be led by Alderman Danny Wallace.
4. Minutes of the Preceding Meeting to be approved.
5. Report from Committees:
 - Minutes of the Beer Board Committee Meeting
 - Minutes of the General Welfare – Public Safety Committee Meeting
 - Minutes of the Covington Municipal Regional Planning Commission Meeting
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Justin Hanson:
 - Contract for Transportation Alternatives Program - Community Development Partners, LLC
 - Appointment - Planning Commission & Historic Zoning Commission
 - Updates
9. Report from Recorder-Treasurer Tina Dunn:
 - Sales Tax Report
10. Report from City Attorney Rachel Witherington:
 - Biomass Lease Agreement
11. Old Business:
12. New Business:
 - Ordinance 1711 (Ritter Communication Franchise Fee) ready for approval on second reading.
 - Ordinance 1712 (Rezoning Baskin Property) ready for approval on first reading.
 - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on February 26, 2019 at 5:33 p.m. with the following members present: Mayor Justin Hanson, Aldermen: Danny Wallace, Keith Phelps, Johnetta Yarbrough, Minnie Bommer, and Jeff Morris. Also present were Public Works Director David Gray, Building Official Lessie Fisher, Personnel Director Tiny Rose, Fire Chief Michael Naifeh, Park & Recreation Director Joe Mack, Police Chief Buddy Lewis, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Justin Hanson.

Invocation was given by Alderman Danny Wallace.

Pledge of Allegiance to the Flag was led by Alderman Jeff Morris.

Motion was made by Alderman Keith Phelps and seconded by Alderman Jeff Morris that the Minutes of the Preceding Meeting be approved as distributed to the Board (See Attached). Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Johnetta Yarbrough to approve the Minutes of the General Welfare – Public Relations Committee Meeting (See Attached). Motion passed.

Motion was made by Alderman Keith Phelps and seconded by Alderman Danny Wallace to approve the Minutes of the Finance & Administration Committee Meeting (See Attached). Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Johnetta Yarbrough to receive the Minutes of the Covington Municipal Regional Planning Commission Meeting (See Attached). Motion passed.

Mayor Justin Hanson presented a letter of request to hold the “Pop Heads” event on April 6, 2019 at the Cobb Parr Park (See Attached).

Motion was made by Alderman Danny Wallace and seconded by Alderman Jeff Morris to review the special events policy. Motion was amended by Alderman Danny Wallace and seconded by Alderman Jeff Morris to amend the motion to make a decision on the “Pop Hoods” request and review the special events policy at the General Welfare- Public Relations Meeting in March, 2019. Amended Motion passed.

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Johnetta Yarbrough to approve the request for the “Pop Hoods” event on April 6, 2019. Motion passed.

Mayor Justin Hanson presented a letter of request from the Crestview Middle School Softball team for a donation to the softball team (See Attached).

Motion was made by Alderwoman Minnie Bommer and seconded by Alderman Danny Wallace to approve the donation of \$200.00 for the Crestview Middle School Softball team. Motion passed.

The Davidian Mime Troupe from Community Fellowship and Worship Center performed in honor of Black History Month.

Mayor Justin Hanson presented Resolution 2019-4 (Defined Benefit Pension Plan) for approval (See Attached).

Motion was made by Alderman Keith Phelps and seconded by Alderwoman Johnetta Yarbrough to approve Resolution 2019-4 (Defined Benefit Pension Plan). Motion passed.

Mayor Justin Hanson presented Ordinance 1711 (Ritter Communication) for approval on first reading (See Attached).

Motion was made by Alderwoman Minnie Bommer and seconded by Alderwoman Johnetta Yarbrough to approve Ordinance 1711 (Ritter Communication) on first reading. Motion passed.

The following bills over \$1,000.00 were presented for approval:

A2H	General/Water	Frazier Contract Project	\$ 139,329.00
ADT	Police	Repair & Maint	\$ 1,376.69
A T & T	Various	Telephone	\$ 1,183.33
BFI N Shelby Landfill	WWTP	Sludge Disposal	\$ 3,744.04
BNY Mellon	PB Acct Bond	Interest Pymt on Bond	\$ 1,584.28
Brenntag Mid-South, Inc.	WWTP	Chemicals	\$ 4,795.00
Centerpoint Energy	Gas	Purchased Gas	\$ 234,918.18
Chief Buddy Lewis	Police	Travel	\$ 110.00
Comcast	Police	Telephone	\$ 1,981.49
Cooperative Financial	Various Depts	Chemicals	\$ 3,205.00
Cottrell Electric Inc	WTP/WWTP	Repair & Maint	\$ 3,018.09
G & C Supply	Water	Materials	\$ 8,735.95
Home Depot	Various	Supplies	\$ 1,800.54
Integrated, LLC	Police	Communication Equipment	\$ 2,748.00
Jay's Paint	Police	Repair Wrecked Patrol Car	\$ 4,914.82
Jim's Auto Body	Police	Repair Wrecked Patrol Car	\$ 6,469.34
Joseph Mack	Park & Rec	Travel	\$ 177.10
King Cotton Ford	Police	Replace & Repair Elec Steering	\$ 2,054.33
Atty Witherington	General	Legal Fees	\$ 5,730.00
Purchase Power	General	Postage	\$ 1,005.00
Purvis Industries	WWTP	Repair & Maint	\$ 17,556.70
Roy Clay Turner	Park & Rec	Repair & Maint	\$ 2,593.81
Russ Jones	Park & Rec	Field Prep	\$ 1,428.00

Savant Learning Systems	Police	Training	\$ 2,553.00
Southern Office Systems	Police	Operating Supplies	\$ 1,446.91
Sullivan's Natural Gas Services	Gas	Repair and Service	\$ 1,455.00
Tipton County	General	Payment #5- Blight	\$ 8,935.93
Tony Ginn	Police	Travel	\$ 94.00
Tri-State	Gas	Misc Supplies	\$ 4,867.15
Wascon Inc.	Sewer	Misc Supplies	\$ 1,557.09
Whitehorn Tankersley & Davis	Various	Accounting & Audit Service	\$ 12,100.00
Wooten Oil Co.	Various	Fuel	\$ 14,578.40
		TOTAL	\$ 498,046.17

Motion was made by Alderman Keith Phelps and seconded by Alderman Jeff Morris that the preceding bills over \$1,000.00 be paid when properly approved. Motion passed.

There being no further business, the meeting adjourned at 6:20 p.m.

Attest:

Mayor

The Beer Board of the City of Covington, Tennessee met at City Hall on February 26, 2019 at 5:30 p.m. with the following members present: Mayor Justin Hanson Aldermen: Danny Wallace, Keith Phelps, Johnetta Yarbrough, Minnie Bommer, and Jeff Morris. Also present were Public Works Director David Gray, Building Official Lessie Fisher, Fire Chief Michael Naifeh, Personnel Director Tiny Rose, Police Chief Buddy Lewis, Park and Recreation Director Joe Mack, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Justin Hanson.

Public Hearing on Beer Application for Judson William Oney Naifeh and Dana Townsend Naifeh, dba Naifeh's Cashsavers located at 738 Highway 51 North for Off Premise Consumption was called to order.

Motion was made by Alderman Keith Phelps and seconded by Alderman Johnetta Yarbrough that the Beer License is granted to Judson William Oney Naifeh and Dana Townsend Naifeh, dba Naifeh's Cashsavers located at 738 Highway 51 North for Off Premise Consumption. Motion passed.

There being no further business, the meeting adjourned at 5:32 p.m.

JUSTIN HANSON
Mayor



TINA DUNN
Recorder-Treasurer

City of Covington

POST OFFICE BOX 768

200 West Washington Avenue, Covington, Tennessee 38019

Telephone (901) 476-9613 Fax (901) 476-6699

**THE MEETING OF THE BEER BOARD OF THE CITY OF COVINGTON,
TENNESSEE, ON THE 26th DAY OF FEBRUARY 2019 AT COVINGTON
CITY HALL AT 5:30 P. M.**

- 1. Meeting to be called to order by the Chairman Mayor Justin M. Hanson.**

- 2. Public Hearing to consider the a Beer Application for Judson William Oney Naifeh and Dana Townsend Naifeh, Proprietors of Naifeh's of Covington, LLC dba Naifeh's CashSavers for Off Premise Consumption.**

- 3. Meeting Adjourned.**

**APPLICATION FOR BEER PERMIT
STATE OF TENNESSEE
CITY OF COVINGTON, TIPTON COUNTY, TENNESSEE**

To the Board of Mayor and Aldermen of the City of Covington, Tennessee:

I hereby make application for a beer permit authorizing sale of beer for
On Premises/ Off Premises Consumption.

1. What is your name? Mr. Naifeh Dana T. + Judson W.
Mrs. Naifeh Dana T. (Last) (First) (Middle)
Miss. Naifeh Dana T. (Last) (First) (Middle)
2. What is your home address? 1467 Hall Rd Covington TN 38019
(Street) (City) (State)
3. What is your telephone number? 901-476-8213
4. What is the name of your business? Naifeh's of Covington, LLC
dba Naifeh's Cash Savers
5. What is the location or address of your business? 738
Highway 51 North
(Street No.) (Street Name)
6. Do you own the premises in which you operate your business? yes
If you do not, give the name and address of the owner. _____
7. How far (in feet) are you from the nearest Church or School? 1/2 mile Collins Chapel CME Church
8. Will you operate the business in person or are you acting as an agent for another? we are operators
9. Give the names and addresses of all partners and owners?
Dana Naifeh 1467 Hall Rd Covington TN 38019
Judson Naifeh 1467 Hall Rd Covington TN 38019
10. Are all owners, operators and employees citizens of the United States of America? yes
11. Describe the type of business which you will operate? grocery store
12. Give the name of the former operator of the business? Joe Naifeh (Henry Joseph)
13. Have you ever had a beer permit revoked or suspended in the State of Tennessee? no
If yes, give date, place and cause of such revocation and suspension. _____
14. Have you or any owner or employee been convicted of any violation of the liquor laws or any crime involving moral turpitude within the last ten years? no
If yes, give date, place and charge. _____
15. Have you read and are you familiar with the ordinance governing the sale of beer in the City of Covington? yes
16. If granted a permit, will you strictly comply with the city ordinance and the laws of the State of Tennessee governing the sale, storage, and manufacture of beer or other like beverages and so operate your business as not to interfere with the public health, safety and morals? yes

Applicant hereby solemnly swears that each and every statement in the above application is true and correct and agrees that, if any statement therein is false, the permit issued pursuant thereto may be revoked by the Board of Mayor and Aldermen of the City of Covington, Tennessee upon notice and hearing, in which event the burden shall be on the permittee to prove the correctness of all the statements in this application.

This 12 day of February, 2019

Signed: Dana S. Najeh
(Applicant Signature)

Judson W. Nafed



Sworn to and subscribed before me this 12th day of February, 2019.

Krissy M. Lavelle
Notary Public

My commission expires 11-30-20

I have reviewed the application and I find No Findings

Date: 2-20-19

CD B. Kelly
Police Chief

I have inspected the premises and I find NO violations of the Building Code adopted by the City of Covington.

Date: 2-21-19

Jessie Quisher
Code Enforcement Officer

I have inspected the premises and I find No violations of the Fire Code adopted by the City of Covington.

Date: 2-21-19

Lenny Nwab
Fire Chief Cov Fire Inspector

The Board of Mayor and Aldermen of the City of Covington, Tennessee took the following action on _____

Additional Information:

!! NOTICE OF A PUBLIC HEARING !!

COVINGTON BEER BOARD

THE REGULAR SCHEDULED MEETING OF THE BEER BOARD OF THE CITY OF COVINGTON, TENNESSEE WILL BE HELD AT 5:30 P.M. ON TUESDAY, THE 26th DAY OF FEBRUARY 2019 IN THE BOARD ROOM OF COVINGTON CITY HALL IN ORDER TO CONSIDER A BEER APPLICATION FOR OFF PREMISE CONSUMPTION FOR:

JUDSON WILLIAM ONEY NAIFEH

and

DANA TOWNSEND NAIFEH

Proprietors of

NAIFEH'S OF COVINGTON, LLC

dba

NAIFEH'S CASHSAVERS

738 HIGHWAY 51 NORTH

**ALL INTERESTED PARTIES ARE INVITED
TO ATTEND AND COMMENT.**

JUSTIN M. HANSON

CHAIRMAN

The General Welfare – Public Safety Committee met at City Hall on February 26, 2019 at 4:00 p.m. with the following members present: Chairman Alderman Keith Phelps, Mayor Justin Hanson, and Alderwoman Johnetta Yarbrough. Also present were: Fire Chief Michael Naifeh, Police Chief Buddy Lewis, Alderman Jeff Morris, Alderman Danny Wallace, Alderwoman Minnie Bommer, GIS/IT Coordinator Nic Shaw, City Attorney Rachel Witherington, Personnel Director Tiny Rose, Assistant to the Mayor Sara Gangaware, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Alderman Keith Phelps.

Fire Chief Michael Naifeh reported seven applications were submitted for the fire inspector position. This assessment and interview process will take place on March 25 & 26. The ISO re-evaluation will be in April. Engine 2 is currently being repaired and it will be back in service by Friday, March 1, 2019. Rodger Hydrant is flushing hydrants and will be on an annual contract. There were 266 volunteer hours worked in January. The run report is attached from January 22 through February 21, 2019 showing 147 calls. A map was distributed showing where the CFD has responded to calls. He also distributed a graph showing how many calls were made throughout the day. This will help determine peak hours for responding to specific calls. The February Care Report was presented for review.

Motion was made by Mayor Justin Hanson and seconded by Alderwoman Johnetta Yarbrough to accept the report from Fire Chief Michael Naifeh. Motion passed.

Police Chief Buddy Lewis gave an update on personnel. Three officers will leave at the end of this week for active military duty for at least a year. There is currently one vacant position. The officer of the year is Sarah Maclin. Effective March 1, 2019, the CPD will go to a 10 hour shift which will put more officers on the streets and allow us to have overlapping personnel out at prime times. This plan is expected to reduce overtime and be an improved and more efficient way to operate. In this fiscal year, there has been over \$250,000.00 spent in overtime. Alderman Phelps stated he is of the opinion we need to hire additional people and be prepared to keep them when the military officers return. An update on recent arrests regarding car thefts and burglaries was given. Chief Lewis read the CPD Mission Statement and discussed the importance of knowing and understanding the statement. The January statistics were presented showing 100 arrests, 90 citations issued, and 1796 calls responded. There will be a city wide neighborhood watch meeting at the Covington Civic Center on March 19, 2019 beginning at 7:00 p.m. Chris Hackett voiced his concern if the City could afford what it may take to get rid of this kind of crime in our City.

Motion was made by Mayor Justin Hanson and seconded by Alderman Keith Phelps to proceed with the Police Chief and Personnel to fill two positions at this time and authorize the funding of these positions in the 2019-20 budget. Motion passed.

Motion was made by Mayor Justin Hanson and seconded by Alderwoman Johnetta Yarbrough to approve the report from Police Chief Buddy Lewis. Motion passed.

There being no further business, the meeting adjourned at 5:15 p.m.



Covington Police Department

211 South Main Street Covington, TN 38019

Telephone (901) 475-1261

C. D. Buddy Lewis
Chief of Police

PUBLIC SAFETY COMMITTEE

FEBRUARY 26, 2019

1. MILITARY OFFICERS UPDATE
2. NEW OFFICERS ON STREET/CONTRACT SIGNING
3. OFFICER OF THE YEAR: OFFICER SARAH MACLIN
4. 10 HOUR SHIFT INFORMATION
5. RECENT ARRESTS INVOLVING CAR THEFTS/BURGLARIES/SHOOTING
6. COVINGTON POLICE DEPARTMENT MISSION STATEMENT
7. JANUARY STATS: ARRESTS – 100
CITATIONS ISSUED – 90
CALLS – 1796
PATROL MILES DRIVEN – 14,483

“Serving - Protecting - Caring”





Covington Police Department

133 East Pleasant Avenue Covington, Tennessee 38019
Telephone (901) 476-0243 Fax: (901) 476-0230

C. D. Buddy Lewis
Chief of Police

COVINGTON POLICE DEPARTMENT MISSION STATEMENT

HONOR

SERVICE

INTEGRITY

OUR MISSION IS TO BE THE MODEL OF EXCELLENCE IN POLICING BY WORKING IN PARTNERSHIP WITH THE COMMUNITY AND OTHERS TO FIGHT CRIME AND THE FEAR OF CRIME;

ENFORCE LAWS WHILE SAFEGUARDING THE CONSTITUTIONAL RIGHTS OF ALL PEOPLE;

PROVIDE QUALITY SERVICE TO ALL OF OUR RESIDENTS AND VISITORS;

CREATE A WORK ENVIRONMENT IN WHICH WE RECRUIT, TRAIN AND DEVELOP AN EXCEPTIONAL TEAM OF EMPLOYEES.

"Serving ~ Protecting ~ Caring"

INCIDENTS FROM: 01/01/2019
 TO: 01/31/2019

=====

AGENCY: POLICE

JURISDICTION: CO

ALL DISTRICTS

REPORT BY INCIDENT TYPES

INCIDENT TYPES	NUMBER
P	11
411 P CALLS FOR INFORMATION	48
911H P 911 HANG UP	110
911M P 911 MISDIAL	26
911OL P 911 OPEN LINE	58
911T P 911 TRANSFER CALL	7
ABUSE P ABUSE	1
ABV P ABANDONED VEHICLE	6
ALC P COMMERCIAL ALARM	30
ALF P FIRE ALARM [NOTIFY APD BPD MAPD MPD]	4
ALH P HOLD-UP ALARM	1
ALM P MEDICAL ALARM	1
ALR P RESIDENTIAL ALRM	19
ANBITE P ANIMAL BITE	2
ANIM P ANIMAL COMPLAINT/HAZARD	12
ARB P ARMED ROBBERY	1
ARMP P ARMED PARTY	1
ASLT P ASSAULT	7
ASST P ASSIST/BACK-UP	10
ATF P AUTO THEFT	9
ATL P ATTEMPT TO LOCATE	8
BIP P BREAK-IN IN PROGRESS	8
BOLO P BROADCAST	20
BRO P BREAK-IN REPORT	19

INCIDENTS FROM: 01/01/2019
 TO: 01/31/2019

=====

AGENCY: POLICE
 JURISDICTION: CO
 ALL DISTRICTS

REPORT BY INCIDENT TYPES

INCIDENT TYPES	NUMBER
CHCUS P CHILD CUSTODY	7
COMP P COMPLAINT	7
DEFAULT P DEFAULT POLICE INCIDENT	4
DIST P DISTURBANCE	22
DISV P DISABLED VEHICLE	25
DOA P DEAD ON ARRIVAL	1
DOM P DOMESTIC	19
DOMV P DOMESTIC VIOLENCE	19
DQ P DRIVERS LICENSE QUERY	12
DRUGS P DRUGS	5
DUI P INTOXICATED DRIVER	1
EMS P EMS CALL	23
ESCORT P ESCORT	11
FIGHT P FIGHT	5
FIRE P FIRE [NOTIFY APD BPD MAPD MPD]	4
FLAG P FLAGGED DOWN	7
FORG P FORGERY/COUNTERFEITING	2
FOURW P ATV/FOUR WHEELER COMPLAINT	3
FRAUD P FRAUD	3
FU P FOLLOW UP	122
HARAS P HARASSMENT	10
INEX P INDECENT EXPOSURE	1
INTOX P INTOXICATED SUBJECT	4
LIT P LITTERING	1

INCIDENTS FROM: 01/01/2019
TO: 01/31/2019

=====
AGENCY: POLICE
JURISDICTION: CO
ALL DISTRICTS

REPORT BY INCIDENT TYPES

Table with 2 columns: INCIDENT TYPES and NUMBER. Rows include LOIT (1), MEET (23), MENT (1), MP (4), MVC (26), MVCHR (12), MVCI (8), MVCU (2), NCIC (3), NOISE (5), OD (2), PROP (6), PROPDAM (2), PS (44), PURS (2), RECKLESS (11), REPO (17), RESCUE (1), RQ (93), SCAM (3), SEC (302), SEXASLT (3), SHOOTING (6), SHOP (16).

INCIDENTS FROM: 01/01/2019
 TO: 01/31/2019

=====

AGENCY: POLICE
 JURISDICTION: CO
 ALL DISTRICTS

REPORT BY INCIDENT TYPES

INCIDENT TYPES	NUMBER
SHOTS P SHOTS FIRED/ HEARD	9
STAB P STABBING	1
SUIC P SUICIDAL PARTY	4
SUSA P SUSPICIOUS ACTIVITY	4
SUSP P SUSPICIOUS PACKAGE	1
SUSS P SUSPICIOUS SUBJECT	22
SUSV P SUSPICIOUS VEHICLE	22
THEFT P THEFT	21
THREATS P THREATS	8
TRAFHAZ P TRAFFIC HAZARD	13
TRANS P TRANSPORT	4
TRESP P TRESPASS COMPLAINT	11
TRFCNTRL P TRAFFIC CONTROL	5
TRSP P TRAFFIC STOP	282
UNAUTH P UNAUTHORIZED USE	1
VAND P VANDALISM	7
WANT P LOCAL WARRANT CHECK	6
WARRANT P WARRANT ATTEMPT	11
WELFARE P WELFARE CHECK	34
TOTALS	1,796



CITY OF COVINGTON
OFFICE OF THE FIRE CHIEF
P.O. Box 768
COVINGTON, TENNESSEE 38019



Covington Fire Department
Report for February 26th 2019

1. **Fire Inspector Application Status**
2. **ISO re-evaluation status**
3. **Engine 2 Repairs/ Engine 1 Repairs**
4. **Fire Hydrants**
5. **Volunteer Hours: ___ worked in January**
6. **Run Reports January 22nd-February 21st 2019**
7. **CARE Report**

Covington Fire Department

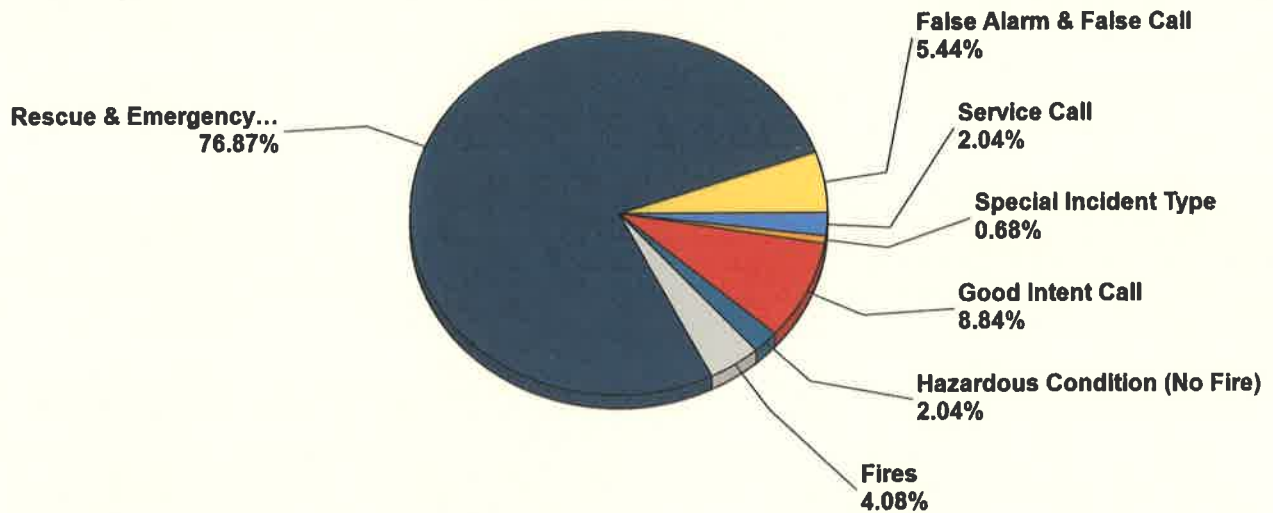
Covington, TN

This report was generated on 2/21/2019 5:04:27 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/22/2019 | End Date: 02/21/2019



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	4.08%
Rescue & Emergency Medical Service	113	76.87%
Hazardous Condition (No Fire)	3	2.04%
Service Call	3	2.04%
Good Intent Call	13	8.84%
False Alarm & False Call	8	5.44%
Special Incident Type	1	0.68%
TOTAL	147	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	2.04%
130 - Mobile property (vehicle) fire, other	1	0.68%
143 - Grass fire	1	0.68%
171 - Cultivated grain or crop fire	1	0.68%
300 - Rescue, EMS incident, other	47	31.97%
311 - Medical assist, assist EMS crew	5	3.40%
320 - Emergency medical service, other	49	33.33%
321 - EMS call, excluding vehicle accident with injury	7	4.76%
322 - Motor vehicle accident with injuries	5	3.40%
411 - Gasoline or other flammable liquid spill	1	0.68%
412 - Gas leak (natural gas or LPG)	1	0.68%
442 - Overheated motor	1	0.68%
510 - Person in distress, other	1	0.68%
511 - Lock-out	1	0.68%
551 - Assist police or other governmental agency	1	0.68%
600 - Good intent call, other	1	0.68%
611 - Dispatched & cancelled en route	11	7.48%
651 - Smoke scare, odor of smoke	1	0.68%
700 - False alarm or false call, other	5	3.40%
733 - Smoke detector activation due to malfunction	1	0.68%
743 - Smoke detector activation, no fire - unintentional	1	0.68%
746 - Carbon monoxide detector activation, no CO	1	0.68%
900 - Special type of incident, other	1	0.68%
TOTAL INCIDENTS:	147	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



Covington Fire Dept. CARE/911 Alternative Program

Monthly Report –February

- General Office Duties
- Twenty welfare checks
- Attended Preplanning session for The African American West Star Leadership Conference, 197 Auditorium St. Jackson Tn.
- Gave class on “Close the Door” and Fire extinguisher training to the TCCA
- Attended Fire/Fighters Appreciation at Head Start
- Attended DSCC Paramedic Accreditation Site Visit -DSCC EMS Advisory Committee meeting in Dyersburg Tn.
- February Monthly Inspection of Fire equipment – Medical – my Infection Control Officer Duties, all equipment passed
- Attended Four Community Civic events at the Covington Country Club
- Completed Seven, AHA Heart saver AED 1st Aid CPR recertification Classes
- Completed Two BLS AHA recertification classes
- Installed and issued Fifteen smoke alarms
- Delivered three sympathy cards
- Met with Jim Drake in regards to Inaugural Tipton County Breakfast honoring Jackson Hughey – Mayor Hanson can bring everyone up to speed on this worthy project
- Attended Health Counsel Meeting at Baptist Memorial Hospital Tipton
- Met again with Pastor Rod Hicks and several others including Mayor Hanson in regards to a possible Community project that could possibly benefit our Community

- Continued talks with – Dr. Jamie Frakes of the JNC DSCC Campus in Covington in regards to a community event to increase minority enrollment at the JNC in Covington
- Taught one class for Director Joe Mack in regards to CPR and Fire Extinguisher Training for his Staff

Incident By Time Series: Hour of the Day

Created by: Marion Long (US)

Report Parameters:

Report Period: From 01/01/2018 to 12/31/2018

Time Series: Hour of the Day

State: TN

Version: All

Status: All

Released: All

Report FDIDs*: 84213

*Data from deactivated fire depts within the list was not included in the report.

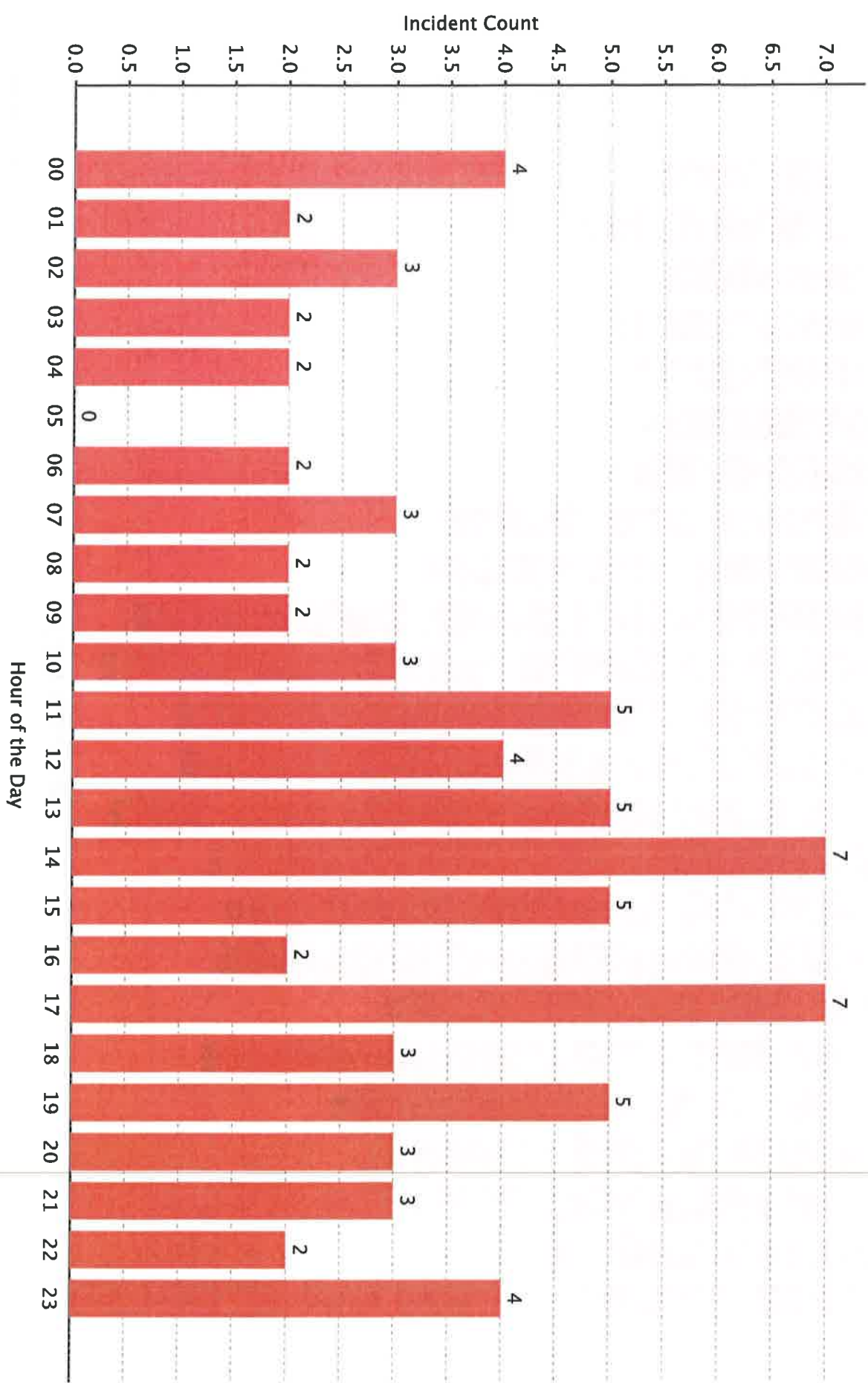
Incident By Time Series:

Hour of the Day

Report Period: From 01/01/2018 to 12/31/2018

Incident Total: 80

Fire Incidents



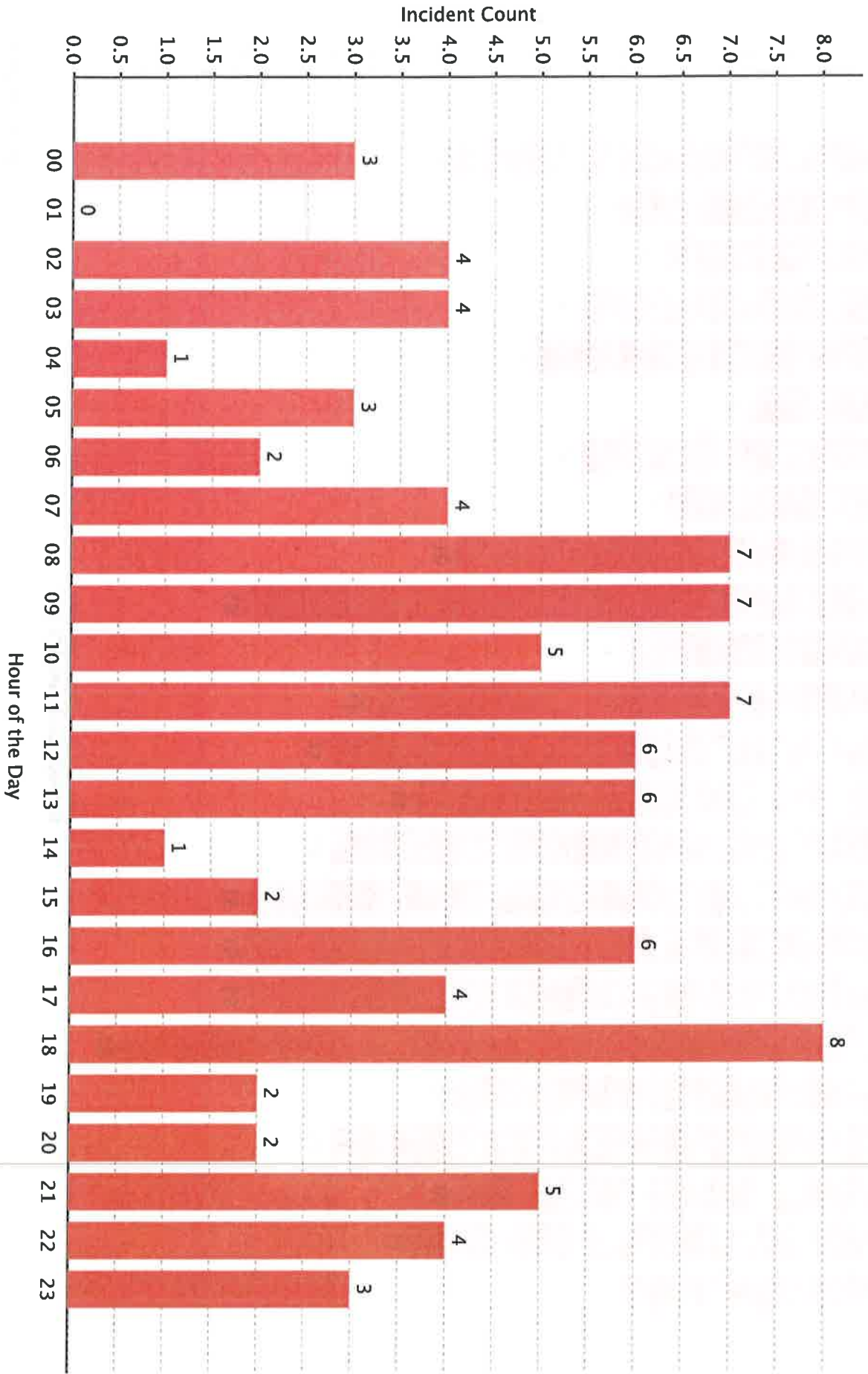
Incident By Time Series:

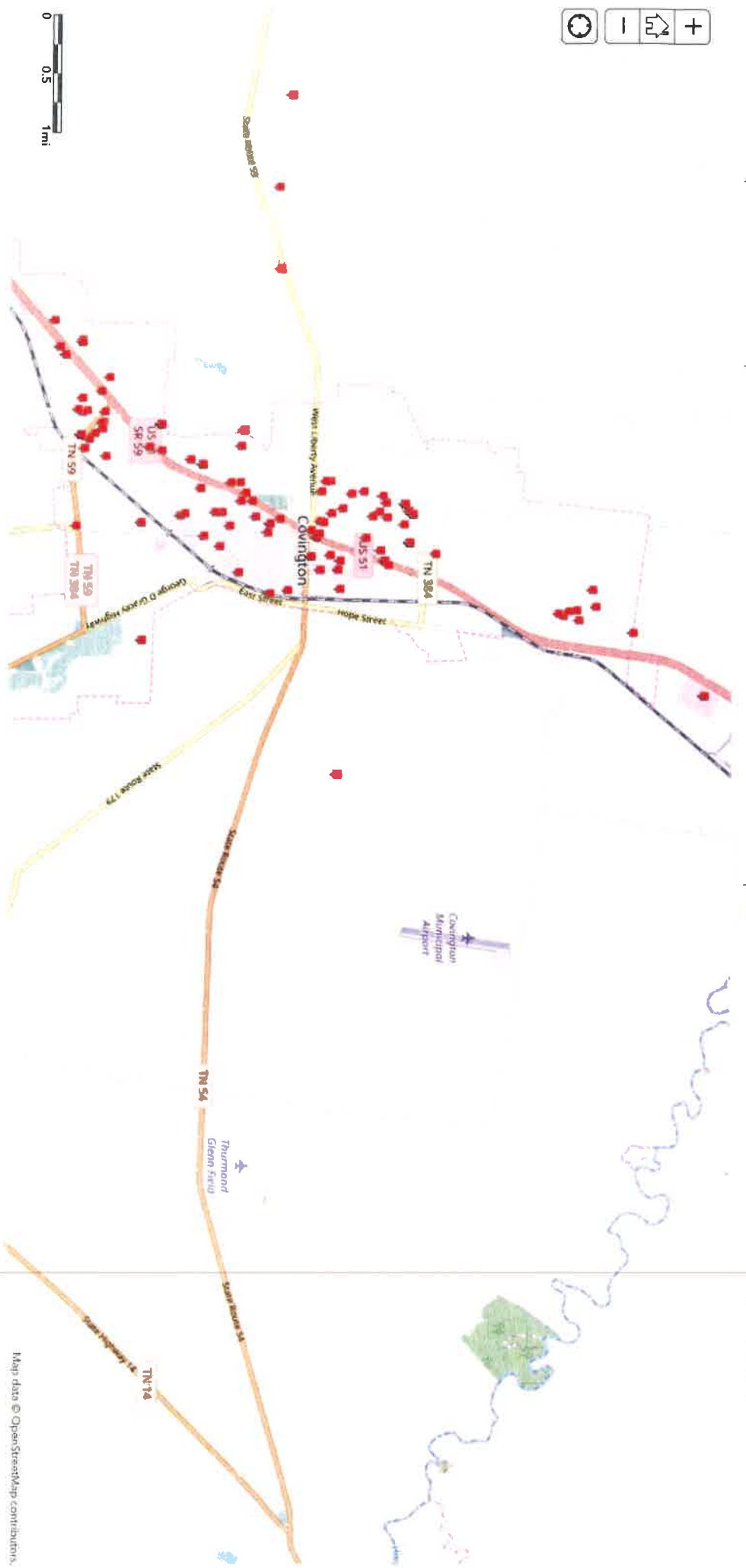
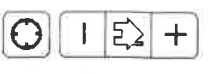
Hour of the Day

Report Period: From 01/01/2018 to 12/31/2018

Incident Total: 96

False Call Incidents





The Covington Municipal –Regional Planning Commission met at City Hall on February 5, 2019 at 12:00 p.m. with the following members present: Chairman Joe Swaim, Commissioners: Joe Auger, Alice Fisher, Sammy Beasley, Danny Wallace. Also present were Building Official Lessie Fisher, Planner Will Radford, Mayor Justin Hanson, Assistant to the Mayor Sara Gangaware, Lauren Fletcher, Roger Wilson, Thomas Pugh, Jeff Eakes, Jim Atkinson, Donnie Wallace and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Joe Swaim.

Motion was made by Alice Fisher and seconded by Joe Auger that the Minutes of the Preceding Meeting be approved as written and distributed to the Board. Motion passed.

A site plan was submitted to construct a new restaurant near 1655 U S Hwy 51 South. Planner Will Radford recommended approval of the site plan contingent upon engineer approval and parking requirements. A site plan was submitted to construct a new concession stand/restroom and an 800 sq. ft. addition at Covington High School located on S College. Planner Will Radford recommends approval of the site plan. Building Official Lessie Fisher discussed the text amendment for the adoption of the 2009 NFIP Model Flood Prevention Ordinance. Discussion began on short term rental units commonly called AirBnBs. A list of regulations was presented for review. These will be provided to Attorney Witherington for review.

Motion was made by Alice Fisher and seconded by Sammy Beasley to approve the site plan for Zaxby's Restaurant contingent upon engineering approval and required parking being adequately addressed. Motion passed.

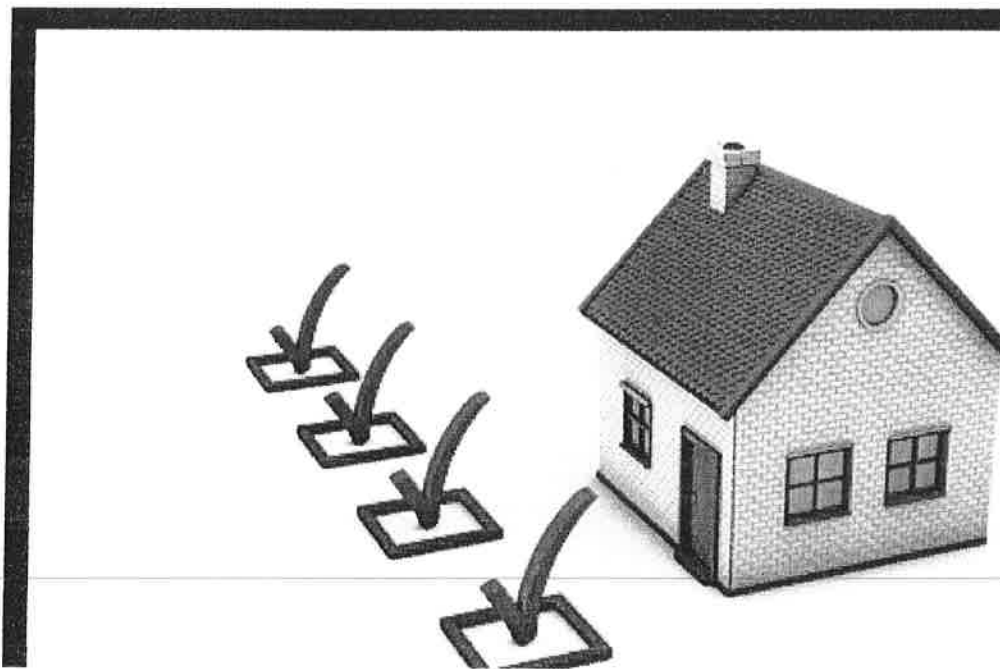
Motion was made by Alice Fisher and seconded by Joe Auger to approve the site plan to construct a new concession stand/restroom and an addition at Covington High School. Motion passed.

Motion was made by Alice Fisher and seconded by Joe Auger recommending approval of the adoption of the 2009 Model Flood Prevention Ordinance to the Board of Mayor and Aldermen. Motion passed.

Building Official Lessie Fisher reported Johnnie Walker will be resigning immediately from the Planning Commission.

There being no further business, the meeting adjourned at 12:40 p.m.

**PLANNING COMMISSION MEETING
FEBRUARY 5, 2019
12:00 PM NOON
LOWER LEVEL CONFERENCE ROOM
AT CITY HALL**



**AGENDA FOR THE MEETING OF THE
COVINGTON MUNICIPAL-REGIONAL PLANNING COMMISSION
February 5, 2019
12:00 PM, City Hall (Lower Chambers)**

- I. CALL TO ORDER – ESTABLISHMENT OF A QUORUM**
- II. APPROVAL OF THE PREVIOUS MINUTES**
- III. NEW BUSINESS**
 - A. Zaxby’s Restaurant - Site Plan**
 - B. Covington High School Addition – Site Plan**
 - C. Text Amendment – Adoption of the 2009 NFIP Model Flood Prevention Ordinance**
 - D. Discussion regarding Short Term Rental Units**
- IV. OLD BUSINESS**
- V. OTHER BUSINESS**
- VI. ADJOURNMENT**
- VII. TRAINING**
 - AICP Code of Ethics and Professional Conduct**

Next Meeting: March 5, 2019



384 A Carriage House Drive
 Jackson, TN 38305
 731-424-7664

MEMORANDUM

TO: The Covington Municipal-Regional Planning Commission

FROM: Will Radford, AICP

DATE: February 1, 2019

SUBJECT: Staff Recommendations for the February meeting of the Municipal-Regional Planning Commission.

III. NEW BUSINESS

A. Zaxby's Restaurant - Site Plan

Background

A site plan has been submitted to construct a new Restaurant near 1655 U.S. Highway 51 South. (near Wal-Mart) The property can be further described as Parcel 5.00 on Tipton County Tax Map 050. The property is zoned B-2 (Highway Business) District. The property does not appear to be located in a federally identified flood hazard area.

Analysis

The site plan is utilizing existing access points onto U.S. Highway 51 and access roads that connect to the surrounding commercial development. A permit from TDOT should not be required

The site plan needs to be reviewed by an engineer independent of the developer in regards to drainage and grading to ensure no increased run-off onto adjacent properties.

Staff is recommending the driveway layout be reviewed by the Covington Fire Department to determine whether the turn-around areas and access to the building is sufficient.

The parking requirements for Restaurants require 1 space per 75 feet of gross floor area plus 1 per 3 employees. The site plan is showing 40 spaces with 9 spaces in the drive-thru stacking aisle.

The proposed building meets all of the setbacks of the B-2 district.

Recommendation

Staff recommends approval of the site plan contingent upon engineering approval and the required parking being adequately addressed.

B. Covington High School Addition – Site Plan

Background

A site plan has been submitted to construct a new concession stand and an 800 sq. ft. addition at Covington High School. The property is located near 803 S. College Street. The property can be further described as Parcel 1.00 on Tipton County Tax Map 041K, Group A and Parcel 6.00 on Tipton County Tax Map 41G, Group G. The property is zoned R-P (Residential-Professional) District. The property does not appear to be located in a federally identified flood hazard area.

Analysis

Existing access to public streets will not be affected by the site plan.

Given the scope of the new construction is small and there appears to be no new asphalt on the site, staff does not feel a third party engineer review is necessary at this time.

The nature of the construction does not require an increase in parking spaces per the Covington Municipal Zoning Ordinance.

The proposed building meets all of the setbacks of the R-P district.

Recommendation

Staff recommends approval of the site plan.

C. Text Amendment – Adoption of the 2009 NFIP Model Flood Prevention Ordinance

Background/Analysis

Amy Miller, NFIP Coordinator for the State of Tennessee has recommended the adoption of the 2009 NFIP Model Flood Ordinance. The City of Covington last adopted the model flood ordinance in 2006. This ordinance contains no regulatory changes or changes in enforcement of flood hazard areas, but does contain changes to the wording of definitions and an overall different structure to the Ordinance.

The Ordinance is being prepared by the State NFIP Coordinator at this time.

Recommendation

Staff recommends the Planning Commission send a positive recommendation on the adoption of the 2009 Model Flood Prevention Ordinance to the Board of Mayor and Aldermen.

D. Discussion regarding Short Term Rental Units

Background/Analysis

The Planning Commission has asked staff to research potential regulations for Short Term Rental Units. (Commonly called AirBnBs) Staff is presenting the following regulations for review and discussion by the Planning Commission:

Residential Transient Rental Unit – A lodging establishment, located within a residential zoning district in which dwellings (or portions thereof), or dwelling units are rented for periods of less than 30 consecutive days. This term shall include what are commonly referred to as “Bed and Breakfasts,” “Short Term Vacation Rentals,” and “Air BNBs.”

Standards for Residential Transient Rental Units - The Board of Zoning Appeals may authorize the issuance of a special use permit for a Bed and Breakfast Inn after first holding a public hearing as provided in this section and subject to the following additional standards:

- A. A minimum of one (1) off street parking space, per room to be occupied by guests, shall be provided for in addition to any parking on the premises for permanent residents.

- B. The outside appearance of the dwelling unit shall ~~maintain~~ conformance with the general character of the neighborhood in which it is located.
- C. On-premises signs advertising Residential Transient Rental Units shall be prohibited.
- D. New Residential Transient Rental Units shall not locate within 300 feet of another Residential Transient Rental Unit.
- E. Proprietors of the Residential Transient Rental Unit shall also be permanent residents of the property on which it is located. All area and yard requirements of the district must be met.
- F. An accurately drawn scaled plan shall be presented to the Board of Zoning Appeals at least ten (10) days prior to the meeting. The scaled plan shall show the location of the principal building, off street automobile parking, relationship to adjoining properties and surrounding land use, existing zoning of the proposed site, any required screening, and other information as be required by the Covington Board of Zoning Appeals.
- G. All applicable Federal, State and Municipal Codes, including fire, building and electrical codes, shall be complied with as a condition of approval by the Board of Zoning Appeals.
- H. Lodging of guests at the proposed Residential Transient Rental shall be limited to no more than fourteen (14) days during any one stay.
- I. The Board of Zoning Appeals may also attach other conditions on the use of the structure or site, which will be necessary to carry out the intent of the Zoning Ordinance.
- J. No more than two (2) paid staff members/employees are permitted for Residential Transient Rental Units.
- K. No more than eight (8) guests per night are allowed at any Residential Transient Rental Unit.

MEMORANDUM FOR RECORD

TO: Covington Municipal-Regional Planning Commission.

RE: Performance Bonds and Letters of Credit

The following is a list of performance bonds and letters of credit held by the Covington Municipal-Regional Planning Commission. Sixty (60) days before the expiration date, the Department of Code Compliance staff, will request the developer to renew the financial instrument. If the performance bond or letter is not renewed within two weeks of notice then staff will recommend that the Covington Municipal-Regional Planning Commission "call the bond "or submit a draft on the letter of credit.

<u>Developer</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
Deena, LLC 80 Deena Cove Covington, TN 38019	July 3, 2019 Irrevocable Letter of Credit \$17,000.00	September 3, 2019
Tipton Investment Properties, LLC Hidden Ridge Subdivision Street Covington, TN 38019	May 21, 2019 Irrevocable Letter of Credit \$33,000.00	August 21, 2019

**CONTRACT AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT PARTNERS, LLC**

AND

COVINGTON, TENNESSEE

THIS IS AN AGREEMENT made as of _____, 2019 between the City of Covington, Tennessee (hereinafter called the CLIENT) and COMMUNITY DEVELOPMENT PARTNERS, LLC, (hereinafter called the CONSULTANT).

WHEREAS, the CLIENT has received notification of grant award for a Tennessee Transportation Alternatives Program (TAP) Pin No. 126656.00; and

WHEREAS, the CLIENT desires to engage the CONSULTANT to render certain technical and professional services in connection with the administration of the Tennessee Transportation Alternatives Program; and

WHEREAS, the CONSULTANT agrees to administer the project in compliance with all applicable state and federal program guidelines on behalf of the CLIENT.

NOW, THEREFORE, BE IT RESOLVED THAT the CLIENT and CONSULTANT do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF THE CONSULTANT

The CLIENT hereby agrees to engage the CONSULTANT and the CONSULTANT agrees to provide administrative and project management assistance in support of the aforementioned TAP Contract. The CONSULTANT'S services shall be rendered in a prompt, timely and professional manner, and in accordance with appropriate State/Federal regulations, requirements and accepted TAP program management practices.

ARTICLE II - SCOPE OF SERVICES

The CONSULTANT shall provide technical and professional assistance to the CLIENT in satisfactorily undertaking and completing community development activities included in the above referenced TAP Project. Services rendered by the CONSULTANT in support of this project shall be those described in ATTACHMENT A to this AGREEMENT.

ARTICLE III - TIME OF PERFORMANCE

CONSULTANT services provided under this AGREEMENT shall commence upon the signing of this contract and will continue until the grant has been closed out and the CLIENT has received notice of grant completion. The CONSULTANT shall assist the CLIENT in ensuring, to the extent feasible, that the grant activities are undertaken and completed in accordance with the approved Implementation Plan.

ARTICLE IV - RESPONSIBILITIES OF THE CLIENT

The CLIENT agrees to provide, at no expense to the CONSULTANT, maps, documents and other readily available materials and information, and such other general assistance, as may be needed to facilitate fulfillment of the CONSULTANT'S obligations under this AGREEMENT. The CLIENT will be responsible for the coordination of all local force account or in-kind services to be undertaken as part of this project.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For satisfactory completion of all services specified FORTY FIVE THOUSAND DOLLARS (\$45,000.00). Payments shall be due upon receipt of periodic written statements accurately setting forth the services and end products provided, and payments associated with such efforts as specified under ATTACHMENT A of this AGREEMENT. The CONSULTANT'S invoices and statements of services rendered shall be provided in a form and manner acceptable to the CLIENT and the Tennessee Department of Transportation.

ARTICLE IV TERMS AND CONDITIONS

The CONSULTANT and CLIENT agrees to the following terms and conditions:

1. Termination of Contract for Cause:

If, through any cause, the CONSULTANT shall fail to fulfill in the timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CLIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the CLIENT become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of the Contract by the CONSULTANT, and the CLIENT may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CLIENT from the CONSULTANT is determined.

2. Termination for Convenience of the CLIENT:

The CLIENT may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. IF the Contract is terminated by the CLIENT as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination day. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

3. Changes:

The CLIENT may, from time to time, request changes in the Scope of Services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written Amendments to this Contract.

4. Personnel:

a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.

b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability:

The CONSULTANT shall not assign any interest on its contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CLIENT thereto. Provided, however, that claims for money by the CONSULTANT from the CLIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.

6. Reports and Information:

The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish to the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits:

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for three years after the expiration of the Contract unless permission to destroy them is granted by the CLIENT.

8. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CLIENT agrees that they shall not be made available to any individual or organization without the prior written approval of the CONSULTANT.

9. Copyright:

No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the CONSULTANT.

10. Compliance with Local Laws:

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CLIENT harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity:

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship interests of the United States.

12. Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The CONSULTANT shall be in compliance with the CLIENT'S Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to or operation of its programs, services or activities. With regard to all aspects of the contract COMMUNITY DEVELOPMENT PARTNERS certifies and warrants it will comply with this policy.

13. Interest of Members of the Client:

No member of the governing body of the CLIENT and other officer, employee, or agent of the CLIENT who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

14. Interest of Other Local Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

15. Interest of the CONSULTANT and Employees:

The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area of any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

16. Additional Services:

Should the need for additional services from the CONSULTANT be requested by CLIENT, then the CONSULTANT shall charge the CLIENT at the hourly rate of the employee that is performing the services times a 1.4 overhead factor plus expenses. The CLIENT and CONSULTANT can also negotiate a lump sum price for the additional services. Additional services shall be authorized through an addendum to this AGREEMENT.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this CONTRACT AGREEMENT on _____, 2019.

CITY OF COVINGTON, TENNESSEE

Title: _____

ATTEST:

COMMUNITY DEVELOPMENT PARTNERS, LLC

Title: President _____

ATTEST:

ATTACHMENT A

1. **PROJECT ADMINISTRATION** - The CONSULTANT will be responsible for the on-going project management of the project. The CONSULTANT shall be paid a total of FORTY FIVE THOUSAND DOLLARS (\$45,000.00) to be invoiced periodically throughout the duration of the project based on the percentage of completion of the project. Service to be provided shall include:
 - a. Environmental Compliance
 - b. Project File Set-up
 - c. Regulatory compliance pertaining to the TAP Project as directed by the Tennessee Department of Transportation
 - d. Preparation of pay requests
 - e. Project Close-out
2. **LOCAL COORDINATION** - The CONSULTANT shall not be responsible for the local coordination of force account or in-kind services. The CLIENT shall be responsible for the local coordination.
3. **ADDITIONAL SERVICES** - Should the CLIENT request additional services from the CONSULTANT, the CONSULTANT will charge the CLIENT at the hourly rate of the employee performing the work times a 1.4 overhead factor plus expenses.

DETAIL OF ADMINISTRATIVE COSTS

Name of Person or Firm Providing Services: Community Development Partners, LLC
 Name of Project: Highway 51 Connection – Phase I

TASK-PRELIMINARY	Amount
1. Environmental Review Record	\$2,500.00
A. Maps, Photos, Diagrams, Layout	
B. Section 106 Submission Packet	
C. C List	
D. Final Documents	
2. Project Files (PRELIMINARY AND CONSTRUCTION)	\$7,500.00
A. Set Up	
B. Periodic Maintenance	
C. Chapter 3-1	
3. Title VI / DBE / EEO-PRELIMINARY	\$1,500.00
A. Equal Opportunity	
B. Title VI Compliance Clearance	
C. DBE Goalsetting	
D. DBE Contract/Subcontract Documentation	
E. Reporting & Final Compliance	
4. Acquisition – ROW-PRELIMINARY	\$1,500.00
A. Preparation of Notices	
B. Compilation of Case Files and Ongoing Record Keeping	
C. Coordinating Services of Title Attorney, Surveyor and Appraisers	
D. Preparation of Final Packet for Donation, Sale & Closing, and Submission to ROW Division	
5. Labor Compliance-CONSTRUCTION	\$14,500.00
A. Wage Rate Verification	
B. Wage Rate Update prior bidding (Federal)	
C. Attend Bid Opening/Prepare Minutes for files	
D. Notice of Contract Award/ Pre-Construction Conference	
E. Coordinate with Engineer/Architect For Pre-Construction Conference	
F. Minutes of Pre-Construction Conference for files	
G. Bid Advertisement Documentation for Files	
H. Bid Tabulation Documentation for Files	
I. Executed Bid Document/Specs including TDOT Special Provisions, Insurance/Bonding-Documentation For Files	
J. Subcontract Agreements	
K. Contractor/Subcontractor Eligibility Verification	
L. Conduct Employee Interviews & Check Site for Posters	
M. Check Weekly Payrolls/Cross Check	

With interviews
N. Consultation with Engineer, State,
Other Funding Agency

6. Financial Management	\$14,500.00
A. Authorized Signature Set-up	
B. Requests for Payment	
C. Payments of Invoices	
D. Budget Revisions / Change Orders	
7. State Monitoring	\$2,000.00
A. Technical Review/Visit	
B. Reporting	
C. Compliance Close-Out visit	
8. Close-Out	\$1,000.00
TOTAL	\$45,000.00

MONTH TO DATE (2.75%)

REC/SALE	ACTUAL 2017-18	ACTUAL 2018-19	MONTH INC/(DEC)	MONTH INC/DEC %
SEPT/AUG	\$ 292,453	\$ 305,803	\$ 13,350	4.6
OCT/SEP	\$ 292,466	\$ 304,241	\$ 11,775	4.0
NOV/OCT	\$ 290,150	\$ 293,470	\$ 3,320	1.1
DEC/NOV	\$ 298,736	\$ 293,024	\$ (5,712)	-1.9
JAN/DEC	\$ 320,374	\$ 310,643	\$ (9,731)	-3.0
FEB/JAN	\$ 407,110	\$ 380,475	\$ (26,635)	-6.5
MAR/FEB	\$ 280,405			0.0
APRIL/MARCH	\$ 281,650			0.0
MAY/APRIL	\$ 330,698			0.0
JUNE/MAY	\$ 291,159			0.0
JULY/JUNE	\$ 320,120			0.0
AUG/JULY	\$ 301,394			0.0
TOTAL	\$ 3,706,715			

YEAR TO DATE (2.75%)

REC/SALE	ACTUAL 2017-18	ACTUAL 2018-19	MONTH INC/(DEC)	MONTH INC/DEC %
SEPT/AUG	\$ 292,453	\$ 305,803	\$ 13,350	4.6
OCT/SEP	\$ 584,919	\$ 610,044	\$ 25,125	4.3
NOV/OCT	\$ 875,069	\$ 903,514	\$ 28,445	3.3
DEC/NOV	\$ 1,173,805	\$ 1,196,538	\$ 22,733	1.9
JAN/DEC	\$ 1,494,179	\$ 1,507,181	\$ 13,002	0.9
FEB/JAN	\$ 1,901,289	\$ 1,887,656	\$ (13,633)	-0.7
MAR/FEB	\$ 2,181,694			0.0
APRIL/MARCH	\$ 2,463,344			0.0
MAY/APRIL	\$ 2,794,042			0.0
JUNE/MAY	\$ 3,085,201			0.0
JULY/JUNE	\$ 3,405,321			0.0
AUG/JULY	\$ 3,706,714			0.0



City/County Clerk Monthly Summary

Welcome, Tina Dunn

Settings

Log Off

Customer City/County Clerk Monthly Summary

If you are looking for historical data reports for periods prior to May 2018 for business tax and March 2017 for sales tax, please go to the Business Intelligence Portal and use your existing login information.

Month: 01 - January Year: 2019 Search

Table with 3 columns: Collected In, Collections Type, Amount. Total: 7 Rows -734,489.48

Handwritten calculation: 530,484.31 / 2 = 265,242.15 (265,242.42)

Handwritten calculation: 262,589.73 + 117,885.18 = 380,474.91



LEASE AGREEMENT

THIS LEASE (Lease) is hereby made and entered into this ____ day of _____, 2019, between City of Covington, a Tennessee municipality (Landlord), hereinafter referred to as "City," and Southern Environmental Services (a Mississippi limited liability corporation), a subsidiary of Renewable Energy Solutions (a Nevada limited liability corporation) "SES."

WITNESSETH:

1. **PREMISES, TERM, and RENT.** "City" leases to "SES", and "SES" leases from "City", the space outlined in red on Exhibit A attached hereto (the Premises) known as the Biomass Gasification Plant, hereinafter referred to as "Premises" and located at 298 Witherington Drive in Covington, Tennessee (the Plant). The term of this Lease shall be for a period of thirty (30) years beginning on _____, 2019 and expiring on _____, 2037, at a monthly rental payment pursuant to the attached Exhibit B titled "Payment Schedule," which rental "SES" covenants to pay as and when due. All monthly rental shall be paid on or before the twentieth (20th) day of each month, without demand, to "City" at the address set forth hereafter, and shall be considered "late" if not paid by the last day of each month (if the 20th day of the month or the 1st day of the month should fall on a weekend or holiday, then the applicable date shall be the first following business day). Late rental payments shall bear interest from the last day of the month until paid at the maximum legal contract rate allowed by law.
 - a. Exhibit B: Payment Schedule sets forth the monthly rental payments due from "SES" which are the exact amounts of principal due a payable by the "City" on the municipal bond.
 - b. Also included in the monthly rental payment shall be the interest and fees charged each month on the debt, which the "City" is invoiced for payment by Bank of New York Mellon Corporate Trust each month. When the invoice for interest and fees is received each month the "City" shall pay the invoice, and forward the same along with proof of payment to "SES." Upon receipt of the invoice and proof of payment of the same by the "City," "SES" shall reimburse the "City" for the exact amount within thirty (30) days of receipt.
 - c. "SES" shall be responsible for the payment of all bills and/or assessments for electrical, natural gas, telephone, water and sewer and other utilities serving the Premises. To the extent that "City" shall be billed for any such services by the provider thereof, "SES" shall reimburse "City" for the amount thereof within fifteen (15) days of its receipt of a statement from "City" with respect thereto. If the amount due as shown on such statement is not paid when due, it shall thereafter bear interest at the maximum legal contract rate until paid.
 - d. "SES" shall ensure that all utility accounts are transferred into its name.

2. **RENEWAL TERM(S).** Provided “SES” is not then in default hereunder, “SES” may at its option renew this Lease for two (2) successive ten (10) year periods, with the first of such periods commencing on _____, 2037, respectively upon all terms, conditions and obligations set forth herein except as otherwise provided in Section 4 hereof. “SES” shall provide “City” with written notice at least ninety (90) days before the expiration of the original term of this Lease and the first and second renewal terms respectively if it desires to exercise any of said options.
- a. During each renewal term, “SES” shall pay monthly rentals broken down into equal installments, with each monthly installment to be paid in advance on or before the last day of each month.
3. **MAINTENANCE AND REPAIRS.** “SES,” at their sole cost and expense, will keep the Premises, including without limitation, all fixtures, furnishings, equipment, fences, and the Biomass Gasification System in a safe and sanitary condition, and as clean and in as good repair as the same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire or other casualty excepted. “SES” shall, at its option, procure its own janitorial and security alarm services.
- a. Subject to Section 3.b. below, in the event “SES” fails to comply with the requirements of this Section 3, “City” may perform such maintenance and repair, and the actual cost thereof shall be payable by “SES” to “City” within ten (10) days of demand therefor.
 - b. If there is no threat of immediate danger or harm to person or property with respect to the “Premises” then prior to “City” exercising its right pursuant to this Section to perform repairs or maintenance on behalf of “SES,” “City” shall provide “SES” twenty (20) days written notice of “SES’s” failure to comply with the maintenance and repair obligations set forth herein. If “SES” cures said default within said twenty (20) day period or if said default cannot be cured within a twenty (20) days period and “SES” commences to cure the default within said period and diligently pursues said cure to completion, then “SES” shall not be deemed to be in default for purposes of declaring this Lease in default hereunder and “City” shall have no right to commence or be reimbursed for any repairs and maintenance which were the obligation of “SES.”
 - c. Prior to turning the Premises over to “SES” the “City” shall document the condition of all fixtures, furnishings, equipment, fences and the Biomass Gasification System to a reasonable degree. Said documentation shall include any known defects or damage. Said documentation shall be provided to “SES” prior to their occupation of the Premises, and upon their occupation “SES” shall examine all fixtures, furnishings, equipment, fences and the Biomass Gasification System in light of the “City’s” documentation and notify the “City” in writing of any areas of disagreement in regard to the condition of the same. If “SES” inspects all

fixtures, furnishings, equipment, fences and the Biomass Gasification System and finds no discrepancies with the documentation of the "City" then "SES" shall notify the "City" in writing they find no discrepancies.

- d. Prior to taking possession of the Premises "SES" shall perform or cause to be performed a complete engineering analysis and in-depth inspection of the gasification system, all its coordinating systems, and the Premises to determine if there are any changes, modifications, alterations or repairs that are necessary and required for the system to return to full operation and to determine if there is any current ground contamination on the Premises. A copy of any report or results stemming from the complete engineering analysis shall be provided to the City of Covington directly from the person or entity that performs the analysis.
 - i. In the event any ground contamination is discovered by said engineering analysis "SES" shall not be liable for the same, and the "City" and the former tenant of the Premises "Aeries Energy" shall be solely responsible for the costs of decontamination.

4. RIGHT OF ENTRY.

- a. "City" or its agents or representatives may at reasonable times and on reasonable notice to "SES" enter the Premises to inspect it and, provided: (i) "SES's" occupancy and operation of the Biomass Gasification System is not interfered with; (ii) the number of representatives allowed shall be subject to "SES's" reasonable prior approval; and (iii) such entry shall be under "SES's" supervision and direction. If "City" wishes to exercise its right of entry it shall give "SES" three (3) days written notice of the date on which it wishes to do so.
- b. Prior to the "City" exercising its right to enter the Premises it shall execute a confidentiality agreement that is binding on its agents, representatives, employees and other officials. Said confidentiality agreement shall be attached to this lease agreement as an exhibit.

5. RENOVATIONS AND ALTERATIONS OF PREMISES. "City" shall have no obligation to make any structural or other alternations, additions or improvements to the "Premises" or to the Biomass Gasification System. Subject to the condition that "SES" shall allow no lien to be placed against the Premises [or the Biomass Gasification System], "SES" shall have the right, at its sole cost and expense, to renovate, alter and use the Premises in connection with its business and to make related improvements so long as said renovations, alterations and/or use complies with the following further conditions.

- a. "SES" will notify City in advance of any permanent alterations, additions and improvements made to or upon the Premises which cost in excess of \$10,000. Such items shall be deemed to be part of the Premises and shall become the

property of "City" upon the expiration or termination of this Lease, unless "SES" exercises their option to purchase the Biomass Gasification System pursuant to Section 23 herein below. All other alterations, improvements and trade fixtures, machinery and equipment that are installed by "SES" and removable without materially injuring the Premises shall remain the property of "SES".

- b. All such alterations, additions, repairs, replacements and/or improvements made to or upon the Premises shall comply with all present and future federal, state and local governmental laws and regulations. Any lack of objection by "City" of any plans or specifications for material and/or permanent renovations or alterations by "SES" shall not be construed to warrant that such plans or specifications comply with any governmental laws or regulations.
- c. All such alternations, additions, repairs, replacements and/or improvements made to or upon the Premises shall comply with the terms and conditions of any permit issued to "SES" by the Tennessee Department of Environment and Conservation, Environmental Protection Agency or any other governmental agency.
- d. "SES" agrees to hold the "City" harmless from any cost, expense, fine or other liability that may be imposed or assessed against "SES" in connection with "SES's" non-compliance with any such law or regulation as mentioned hereinabove.
- e. Nothing in this section shall require the "City" to reimburse "SES" or purchase equipment from "SES" that the City previously purchased in connection with their operation of the Biomass Gasification System.

6. **DAMAGE OR DESTRUCTION.** If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent "SES" from using it in substantially the manner theretofore used, either "City" or "SES" may terminate this Lease upon giving notice to the other within thirty (30) days after the casualty occurs.

- a. If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for "SES's" continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by "SES".

7. **SURRENDER OF PREMISES.** At the expiration of the term of this Lease, "SES" shall, within thirty (30) days, peaceably yield up to "City" the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty excepted.

8. **HOLDING OVER.** Should "SES" hold over the term hereby created with the consent of "City", "SES" shall become a tenant from month to month and shall continue paying rent

at the monthly rental rate then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such "SES" until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy.

9. **USE OF PREMISES.** The Premises shall be used only for operation of the Biomass Gasification System and related purposes. "SES" shall not at any time use or occupy the Premises in violation of restrictions or laws, ordinances or regulations of any government or agency having jurisdiction, or in violation of "City's" insurance contract(s), or in a manner creating a nuisance.

10. **INSURANCE.**

(a) Each insurance policy to be obtained under this section by "SES" shall be issued by a company licensed to conduct business in the State of Tennessee, and name the City of Covington as an additional insured with all the rights and privileges provided by that status, including, ten (10) days prior written notice of any proposed action or change in the policy.

1. The mechanical equipment and real property included in the lease of said premises shall be the sole responsibility of "SES" and insurance shall be maintained at all times to protect said property from loss by insurable perils. Special Form property insurance or appropriate Inland Marine or Boiler & Machinery forms acceptable to the "City" shall be used, with a deductible of no more than \$10,000 per occurrence. Insurance limit shall be the full replacement cost of the equipment and shall be secured with an insurance company licensed to do business in the State of Tennessee and shall have a rating of no less than A X by AM Best Rating service. Insurance shall name "City" as Loss Payee and proof of said coverage shall be delivered to the "City" no less than 30 days in advance of renewal of said coverage each year. All property of any kind that may at the time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the "SES". "SES" shall carry contents coverage insurance on its contents.
2. To the extent not covered by insurance, "SES" will save, indemnify and hold "City" free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.
3. "SES" shall procure and maintain throughout the term of this lease, at their own expense, public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Premises naming "City" as

additional insured to protect "City" from loss customarily covered by such insurance in at least the following amount:

\$5,000,000.00 Combined Single Limit. Limits required may be attained by a combination of primary and excess, or umbrella, policies.

4. The policy or policies shall contain the provision that they may not be cancelled without first giving the "City" no less than fifteen (15) days prior written notice.

5. It shall be the sole responsibility of "SES" to insure and keep insured, at "SES's" sole expense all personal property which is owned by "SES", or any other authorized occupant of the Premises, and which is placed or stored in the Premises or elsewhere on the property of which they are a part; and it is expressly understood and agreed that the "City" shall have no responsibility to effect such insurance.

6. "SES" shall purchase Pollution Legal Liability (Environmental Impairment Liability) Insurance that applies specifically to the Premises with limits of no less than \$5,000,000 per occurrence and with a company licensed to do business in the State of Tennessee and shall have a rating of no less than A X by AM Best Rating service. The "City" shall be named as an Additional Insured on said policy. Coverage shall include, but not be limited to, 1) cleanup and testing on and offsite, 2) Bodily injury and property damage on and off site, 3) gradual damages as well as sudden and accidental, 4) transit pollution for 1st and 3rd parties, 5) Non-Owned disposal sites, and 6) natural resource damages. Said policy, if written on a claims made form, shall have a provision to provide a five (5) year Extended Reporting Provision which "SES" agrees to purchase should the lease be terminated in advance of the terms set forth herein.

7. Certificate of Insurance for all required policies shall be delivered to "city" 30 days in advance of renewal each year.

(b) To the extent not covered by insurance, "City" will save, indemnify and hold "SES" free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any act or omission by the "City", its employees or representatives.

(c) To the extent not covered by insurance, SES will save, indemnify and hold the "City" harmless from any and all liability or any injury, loss or damage to person or property arising out of any act or omission by "SES," its employees, contractors, agents, invitees or representatives.

11. **BANKRUPTCY.** The following shall be Events of Bankruptcy under this Lease: (a) "SES" becoming insolvent, as that term is defined in Title 11 of the United States Code (the Bankruptcy Code); (b) the appointment of a receiver or custodian for any or all

“SES’s” property or assets; (c) “SES’s” filing or consenting to a petition under the provisions of the Bankruptcy Code; (d) the filing of a petition against “SES” as the subject debtor under the Bankruptcy Code which is not consented to by such subject debtor and which either is not dismissed within ninety (90) days of filing or results in the issuance of an order for relief against the debtor.

12. **QUIET ENJOYMENT.** As long as “SES” is not in default hereunder, “City” covenants that “SES” shall peaceably hold and enjoy the Premises, subject to the terms of this Lease, specifically section four (4). All entrances, exits, approaches and means of entrance and approach, ingress and egress and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of “City” during the term of this Lease.

13. **ASSIGNMENT AND SUBLEASING.** “SES” may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of “City”, which consent may not be unreasonably withheld. Consent to one assignment or subletting shall not be deemed a consent to any other. In the event of any assignment or subletting, “SES” shall remain fully responsible under this Lease.

14. **ATTORNEY’S FEES.** In the event it becomes necessary for either party to seek the services of an attorney to enforce compliance with any of the covenants or agreements herein contained by instituting litigation or other legal process, then the non-prevailing party in such proceeding shall be liable for reasonable attorney’s fees, costs and expenses incurred by the prevailing party.

15. **NOTICE.** Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

“City”:
Mayor Justin Hanson
200 W. Washington Ave.
Covington, TN 38019
jhanson@covingtontn.com

“SES”:
Mr. Lloyd Lipman, Chairman
Southern Environmental Services, a subsidiary of
Renewable Energy Solutions, LLC
1811 26 Avenue
Gulfport, Mississippi 39501
tiburonic@aol.com

16. **DEFAULT.** Each of the following events shall constitute a default or breach of this Lease by “SES”:

- a. If "SES" shall fail to pay "City" any rent when due within ten (10) days after "City" notifies "SES" in writing that it is unpaid.
- b. If "SES" shall fail to perform or comply with any of the other condition, term or agreement in this Lease as set forth herein within forty-five (45) days after notice by "City" to "SES" specifying the condition to be performed or complied with; or if the performance cannot be reasonably had within the forty-five (45) day period, "SES" shall in good faith have commenced performance within the forty-five (45) day period and shall diligently proceed to completion of performance.
- c. An event of Bankruptcy occurs as specified in Section 11 with respect to "SES."
- d. In the event of any default hereunder, and "SES's" failure to cure as provided herein, "City", at any time thereafter, may terminate the Lease at its option and/or re-enter the Premises and expel, remove and put out "SES" or any person or persons occupying the Premises and remove all personal property therefrom as allowed by law. The City may also recover from "SES" any rents or other sums due and payable at the time of termination, together with reasonable attorney fees and costs of litigation, but it shall not have the right to seek or collect any future or accelerated rentals or damages calculated with reference to same.
- e. All actions taken by "City" pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for collection of rents or for the preceding breach of covenant or conditions or for default.
- f. Subject to Section 3 above, "City" may elect, but shall not be obligated, to comply with any condition, term or agreement required hereby to be performed by "SES", and "City" shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by "City" shall not be deemed to waive or release the default of "SES" or the right of "City" to take any action as may be otherwise permissible hereunder in the case of any default.

17. **NO WAIVER.** The subsequent acceptance of rent hereunder by "City" shall not be deemed a waiver of any preceding breach of any obligation hereunder by "SES" other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by "City" shall not constitute a waiver of any other breach regardless of knowledge thereof.

18. **WAIVER OF SUBROGATION.** "City" and "SES" hereby waive all rights of recovery and causes for action that either has or may have or that may arise hereafter against the other, whether caused by negligence, intentional misconduct, or otherwise, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued, and further provided that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. "City" and "PHG" will use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.

19. **SIGNS AND PUBLICITY.** “SES” shall have the right to erect or affix signs on or about the Premises and shall remove said signs upon the termination of this Lease at their expense, it being agreed that “SES” shall repair any damage to the Premises caused by the removal of said signs.

20. **HAZARDOUS SUBSTANCES AND PERMITTING.** The term hazardous substances, as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any environmental law, which term shall mean any federal, state or local law, ordinance or other statute of a governmental authority relating to pollution or protection of the environment. In addition to the foregoing description of hazardous substances, hazardous substances shall specifically include those substances and wastes identified as “hazardous” pursuant to Rule 0400-12-01-.02 promulgated by the Tennessee Department of Environment and Conservation Hazardous Waste Management pursuant to the Hazardous Waste Management Act found in T.C.A. § 68-212-101 et seq. “SES” hereby agrees:

- a. That no activity will be conducted on the Premises that will produce any hazardous substance, except for such activities that are part of the ordinary course of “SES’s” business activities and those which “SES” has obtained the necessary permits to conduct such business activities, provided said permitted activities are conducted in accordance with all environmental laws of the State of Tennessee and United States of America;
- b. The Premises will not be used in any manner for the storage of any hazardous substances except for the temporary storage of such materials that are used in the ordinary course of “SES’s” business provided such materials are properly stored in a manner and location meeting all environmental laws and applicable permit requirements or restrictions;
- c. In the event that any hazardous substance(s) or contaminated waste are spilled, leaked or otherwise contaminate the Premises or any part thereof “SES” shall, at their sole expense, cause said contamination to be removed and disposed of according to law. Further, “SES” shall, at their sole expense, reclaim the Premises or any portion thereof that suffered said contamination.
- d. **PERFORMANCE BOND.** In the event that the Tennessee Department of Environment and Conversation does not require a corporate Performance Bond as a condition of issuing any required or necessary permits for the activities “SES” plans to conduct upon the Premises, then the “City” will require a corporate Performance Bond as a condition of this Agreement. Upon the commencement of the term of this Agreement, “SES” shall deliver to the “City,” and shall maintain in effect at all times during the term of this Agreement, including a period of one (1) year after expiration (or earlier termination of the letting of the Premises hereunder) of said Agreement, a valid corporate Performance Bond, or an irrevocable Letter of Credit, in an amount equal to the estimated gross revenue of the facility based upon the volume of waste disposed of at the facility for the proceeding year, but not less than \$1,000,000, payable without condition to the City of Covington, Tennessee, with surety acceptable to and approved by the “City,” which bond or irrevocable letter of credit

shall guarantee to the City full and faithful performance of all of the terms and provisions of this Agreement to be performed by "SES," which shall include the payments of rent, and as said Agreement may be amended, supplemented or extended. Notwithstanding the foregoing, if at any time during the term hereof, the "City" deems the amount of the surety insufficient to properly protect the City from loss hereunder because "SES" is or has been in arrears with respect to such obligations or because "SES" has, in the opinion of the "City," violated other terms of this Agreement, "SES" agrees that it will, after receipt of notice, increase the surety to an amount required by the "City."

- e. "SES" shall be responsible for transferring any regulatory permit currently in the name of the former lessee, Aries Energy, or the "City" into their name during the term of this lease and any subsequent term or renewal. A copy of said permit shall be provided to the "City";
- f. "SES" shall be responsible for obtaining any required permits not currently held by the "City" or the former lessee, Aries Energy, and paying any fees and providing any testing required by any governmental agency in connection with the operation of the Biomass Gasification System. Any additional permits obtained by "SES" a copy of the same shall be provided to the "City";
- g. "SES" will cooperate with the City on any NPDES permit issues that arise, but obtaining any permit or other solution is the City's sole responsibility and at the City's sole cost. However, in the event that alternative cooling methods for the Biomass Gasification System are required in order for the "City" to obtain a NPDES permit for the Waste Water Treatment Plant, and the "City" elects not to expend additional funds to obtain an alternative cooling method for the Biomass Gasification System then the "City" shall have the option to terminate this lease agreement upon ninety (90) days written notice to "SES."
- h. In order to facilitate better effluent temperature monitoring "SES" shall connect the temperature probe located near the outlet of the Chlorine Contact Chamber of the Biomass Gasification System to the local SCADA system and program the system software to record and archive the temperature at the fastest update time that is practically possible given the limits of the SCADA system's software and archival storage capacity. TO BE DETERMINED

21. ENERGY PRODUCED FROM BIOMASS SYSTEM. TO BE DETERMINED. This lease agreement shall be amended at a later date once the permitting requirements for any modification to the equipment and subsequent permitting requirements are determined and met.

22. WASTE STREAM.

- a. "SES" shall consider accepting the City's wood waste and/or municipal sludge at a commercially reasonable cost to the City, but "SES" reserves the right after reasonable consideration of its options to reject any wood waste and/or sludge from the City if in "SES's" sole discretion that transaction would not support profitable operations.
- b. "SES" warrants and agrees that no solid waste, as defined by the Tennessee Department of Environment and Conservation and Tennessee law, will be brought

onto the Premises for storage, disposal or otherwise for which "SES" does not have the appropriate permit, or which is otherwise in violation of any local, state or federal law or regulations.

- 23. "SES'S" OPTION TO PURCHASE –TERMS OF SALE.** At the end of the initial term or any option term of this Lease, "SES", upon giving not less than thirty (30) days' prior notice in writing to "City", shall have the right to offer to purchase the Biomass Gasification System and the immediately surrounding property and appurtenances necessary for the ordinary operation of the system. The City shall accept or reject "SES's" offer within a reasonable time, not to exceed 30 days, following its receipt thereof. If the City accepts "SES's" offer, then (i) the purchase price shall be paid at closing, which shall take place within thirty (30) days the offer of purchase and sale price being approved by the City of Covington Board of Mayor and Aldermen; (ii) "SES" shall take title subject to the following exceptions: taxes for the then current tax year, but "SES" shall not be obligated to take title subject to any other lien or other encumbrance; (iii) adjustment and prorations for taxes, utility charges and insurance premiums are to be made as of the date of closing; (iv) the deed shall be a general warranty deed conveying marketable and insurable fee simple title to the Premises, subject only to the exceptions hereinabove referred to; (v) "City" shall furnish "SES" an ALTA owner's title insurance policy insuring title subject only to the foregoing exceptions and to such other exceptions and "SES" may waive in writing; and (vi) "City" will pay all customary closing costs except that "SES" shall be responsible for recording costs and transfer taxes and its own attorney's fees.
- 24. GENERAL PROVISIONS.** This lease may not be altered or amended, except by an instrument in writing signed by both "City" and "SES". This lease shall be governed, construed and enforced in accordance with the laws of the State of Tennessee. Time is of the essence with respect to the obligations and responsibilities hereunder created for both the "City" and "SES."
- 25. ENTIRE AGREEMENT.** The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.
- 26. SUCCESSORS AND ASSIGNS.** All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 27. MEMORANDUM LEASE.** This Lease shall not be recorded, but upon the request of either party, a short form Lease will be executed and recorded.

28. **CAPTIONS.** The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.
29. **SEVERABILITY.** The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.
30. **CHOICE OF LAW.** This Lease shall be governed by the laws of the State of Tennessee, and any litigation regarding this Lease or any provisions thereof shall be brought in the courts of Tipton County, Tennessee.
31. **CONTINGENCY OF AGREEMENT.** The entirety of this Lease Agreement is wholly dependent on “SES’s” ability to acquire the appropriate and necessary environmental and other permits from the relevant local, state and federal regulatory authorities. No provision of this Agreement shall be applicable or enforceable until such time that “SES” obtains said permits and notifies the “City” of the same. The “City” agrees to participate in the permitting process as necessary or requested by “SES.”

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

City of Covington, Tennessee:

By: Justin M. Hanson, Mayor

By: Tina Dunn, Recorder/Treasurer

**Southern Environmental Services, a
Subsidiary of Renewable Energy
Solutions, LLC:**

By: Lloyd Lipman, Chairman

STATE OF TENNESSEE

COUNTY OF TIPTON

On this _____ day of _____, 2019, before me a Notary Public in and for said State and County, personally appeared Justin M. Hanson, Mayor of the City of Covington, Tennessee and Tina Dunn, Recorder-Treasurer for the City of Covington, Tennessee to me known to be the persons described in and who executed the foregoing agreement, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and seal of office on the day and year aforesaid.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2019, before me a Notary Public in and for said State and County, personally Lloyd Lipman, Chairman of Southern Environmental Services, a subsidiary of Renewable Energy Solutions, to me known to be the person described in and who executed the foregoing agreement, and acknowledged that he executed the same as his free act and deed, and that he has the authority to enter into legal agreements and bind Southern Environmental Services.

WITNESS my hand and seal of office on the day and year aforesaid.

NOTARY PUBLIC

My Commission Expires:

Draft IV

ORDINANCE 1711

BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON, TENNESSEE

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO E. RITTER COMMUNICATIONS, INC., D/B/A RITTER COMMUNICATIONS, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

WHEREAS, Ritter Communications (hereinafter also referred to as "Franchisee") has asked the City of Covington to grant a nonexclusive cable franchise to construct, install, maintain and operate a cable system in the City; and

WHEREAS, the construction, installation, maintenance and operation of a cable system involves the occupation of and placement of facilities in the Public Rights-of-Way within the City; and

WHEREAS, the City of Covington wishes to grant Franchisee a nonexclusive franchise pursuant to T.C.A. § 7-59-101 *et seq.* and has identified future cable related needs and interests of the City and its citizens, has considered the financial, technical and legal qualifications of Franchisee, and has determined wither Franchisee's plans for constructing, operating and maintaining its cable system are reasonable to meet the future cable related community needs and interest, in light of the costs of meeting such needs and interests, in a full public proceeding affording due process to all parties; and

WHEREAS, the City has relied on Franchisee's representations and has considered the information that Franchisee has presented to it; and

WHEREAS, based on Franchisee's representations and information, the Board of Mayor and Aldermen has determined that the terms and conditions set forth herein, the grant of a new, nonexclusive franchise to Franchisee, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City and Franchisee have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Covington, Tennessee,

Section 1. Definitions. For the purpose of this Ordinance, the following words and phrases shall have the meanings set forth in this section.

- (a) "Cable Service" means:
 - (1) The transmission to subscribers of (i) video programming, or (ii) other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (b) "Cable System" means Grantee's facility located within the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control

equipment that is designed to provide Cable Service to multiple Subscribers within the City.

- (c) "Facilities" means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, fiber, and related facilities maintained by Grantee.
- (d) "FCC" means the Federal Communications Commission.
- (e) "Franchise" means the rights granted to Grantee under this Ordinance to construct and operate the Cable System and to provide Cable Services and other services as permitted under applicable law.
- (f) "Grantee" means E. Ritter Communications Inc., d/b/a Ritter Communications, and its permitted successors.
- (g) "Gross Revenues" means all revenue received by Grantee from subscribers for the provision of Cable Television Service in the City and all revenues received from non-subscribers in the City for advertising services and as commissions from home shopping services. The term Gross Revenues shall not include franchise fees, advertising revenues, fees for programming supplied on a per program or per channel charge basis, late fees, fees from other services, any fees itemized and passed through as a result of franchise imposed requirements, revenue received by Grantee for the delivery of other communications service over its cable system including without limitation, telephony, data transmission interactive services or other broadband information services, or any taxes or fees on services furnished by Grantee imposed by any municipality, state, or other governmental unit.
- (h) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (i) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the City.
- (j) "Subscriber" means any Person who lawfully receives Cable Service.
- (k) "City" means Covington TN.
- (l) "City Council" means the governing body of the City.

Section 2. Grant of authority.

- (a) Grant of nonexclusive authority. The City grants to Grantee the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Any additional franchises shall contain the same substantive terms and conditions as this Franchise and shall be competitively neutral and nondiscriminatory as compared to this or any other franchise granted by the City for the operation of a Cable System or other wireline multichannel video distribution system. Grantee may use the Cable System to deliver non-Cable Services as permitted by applicable law.

- (b) State or National Franchises. If another operator of a Cable System or other wireline multichannel video distribution system obtains the right to provide service in the City through a national or state franchise, Grantee may petition the City to replace this Ordinance with the applicable terms of such state or national franchise. The City shall act on the petition at a public meeting within 90 days of filing. The City shall not unreasonably deny the petition. Grantee may appeal any decision to a court of competent jurisdiction. Grantee's rights under this Section to petition for amendments to this Agreement shall be in addition to any rights to amend or terminate local franchises under State or Federal law.
- (c) Rules of Grantee. The Grantee may promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Ordinance.

Section 3. Franchise term. The Franchise granted under this Ordinance commences upon adoption by the City Council and shall continue for 15 years, unless renewed, revoked or terminated sooner. So long as Grantee remains in material compliance with the provisions of this Ordinance, Grantee, at its option, may extend the term for an additional 15 years by providing written notice to the City no more than 24 months, but not less than 12 months before expiration of the initial term.

Section 4. Conditions of street occupancy.

- (a) Location of Facilities. Grantee shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction codes and permits. Grantee shall obtain all necessary permits and shall comply with all ordinances of general applicability before commencing any construction, upgrade or extension of the Cable System, including the opening or disturbance of any Street.
- (c) Repair of Streets and property. Grantee, at its expense, shall promptly restore any Street or public property damaged by Grantee during the construction, repair, maintenance or reconstruction of the Cable System.
- (d) Public projects. After reasonable prior notice, Grantee, at its expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, or other public improvements by the City. In requiring Grantee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Grantee the same as, and require no more of Grantee, than any other similarly situated utility. Grantee shall have the right to seek reimbursement from the City, including under any applicable insurance or government program for reimbursement.
- (e) Building movement. Upon request of any Person holding a moving permit issued by the City and after reasonable prior notice, Grantee shall temporarily move its Facilities to permit the moving of buildings. Grantee may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
- (f) Tree trimming. Grantee may trim any trees in or overhanging the Streets, alleys, sidewalks, or public easements of the City as necessary to protect Grantee's Facilities.

Section 5. Cable System operations and safety.

- (a) Technical standards. Grantee shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- (b) Safety requirements. Grantee shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents.
- (c) System maps. Upon request by the City, Grantee shall make available to City representatives for review at Grantee's office up-to-date as-built maps showing locations of all Facilities in the Streets.
- (d) System maintenance. When feasible, Grantee shall schedule Cable System maintenance to minimize service interruptions.

Section 6. Customer service and rates.

- (a) Subscriber Inquiries. Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests during normal business hours. Grantee shall investigate and promptly resolve customer complaints regarding quality of service or service outages.
- (b) Rates. Grantee shall provide the City and Subscribers with 30 days written notice of changes to Cable Services or rates.
- (c) Obligations. Grantee shall comply with all customer service obligations set forth in 47 C.R. R 76.309.

Section 7. Franchise fee.

Grantee shall pay to City an annual franchise fee in an amount equal to five percent (5 %) of Gross Revenues as defined in Section 1(g). Such payments shall be payable annually to the City within sixty (60) days of the last day of December each year. Following reasonable prior notice, the City may inspect Grantee's books, records, and reports to verify franchise fee calculations and payments.

Section 8. Contribution to Public, Education and Governmental Access.

Grantee shall make an annual contribution to the City to support and extend public, educational and governmental ("PEG") access to cable television channel capacity within the City. That contribution will be five hundred dollars (\$500) per year. The contribution shall be reviewed for adjustment every five (5) years, determined by mutual agreement between Grantee and the City.

Section 9. Insurance and Indemnification.

- (a) Insurance. During the term of the Franchise granted under this Ordinance, Grantee shall maintain a comprehensive general liability insurance policy with the following minimum coverage limits:
 - (i) \$1,000,000 for personal injury or death;
 - (ii) \$1,000,000 for property damage; and

- (iii) \$500,000 automobile insurance/combined bodily injury and property damage.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason without first giving 30 days' advance written notice to the City.

- (b) Indemnification. During the term of the Franchise granted under this Ordinance, Grantee shall indemnify and hold harmless the City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of or be in any way connected with Grantee's construction, installation, operation, maintenance of the Cable System, unless such Losses arise from the negligence or intentional misconduct of the City, its officers, agents or employees.

Section 10. Transfer of Franchise. Grantee shall not transfer or assign its rights granted under this Ordinance without the prior written approval of the City. Prior approval shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common ownership or control with Grantee.

Section 11. Franchise extension and renewal.

- (a) Extension. Beyond the term provided in Section 3, City and Grantee may extend by mutual agreement the term of the Franchise granted under this Ordinance, and the existing terms and conditions of this Ordinance shall govern the extended term.
- (b) Renewal. Any renewal of the Grantee's Franchise shall be done in accordance with Section 546 of the federal Cable Act, 47 USC § 546, and applicable FCC regulations.

Section 12. Franchise termination. The City may terminate the Franchise granted under this Ordinance in case of material noncompliance by Grantee. Material noncompliance shall include:

- (a) A material violation by Grantee of any term, condition, or provision of this Ordinance that remains uncured within the applicable cure period;
- (b) Failure of Grantee to comply with any reasonable provision of any applicable Ordinance;
- (c) Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
- (d) Grantee abandons the Cable System;
- (e) Grantee fails to operate the Cable System for a period of 30 days; or
- (f) Grantee is found to practice any fraud upon the City.

Section 13. Termination procedures. If the City seeks to terminate the Franchise under Section 13, the City shall follow the procedures in this section.

- (a) Notice of complaint. The City shall provide Grantee with written notice describing with reasonable specificity the alleged noncompliance.

- (b) Opportunity to cure. Grantee shall have 60 days from receipt of written notice to cure the alleged noncompliance. If Grantee cures the alleged noncompliance within the 60-day period, the City shall provide Grantee with written notice withdrawing the complaint.
- (c) Public hearing. If Grantee fails to cure the alleged noncompliance within the 60-day cure period, or if Grantee provides the City with written notice disputing the complaint, and the parties fail to otherwise resolve the matter, the City shall schedule a public hearing on the alleged noncompliance. At the public hearing, Grantee may present testimony, cross-examine witnesses and deliver to the City Council all evidence relevant to Grantee's defense. At the conclusion of the public hearing, the City Council may dismiss the complaint, defer action, order appropriate sanctions, or terminate the Franchise in accordance with this section.
- (d) Termination. The City Council may, after a duly noticed public hearing, terminate the Franchise for material and willful continuing noncompliance by Grantee. If Grantee contests the termination in a court of competent jurisdiction, Grantee may operate the Cable System in accordance with this Ordinance while the case is pending.
- (e) Force Majeure. Grantee's failure to comply with any provision of this Ordinance shall not constitute noncompliance when the failure is due to circumstances beyond Grantee's control, including, without limitation, acts of nature, adverse weather, natural or man-made disaster, civil disturbance, war or insurrection, or shortage of supplies, material, or labor.
- (f) Removal of Facilities. Upon expiration or termination of the Franchise, Grantee shall be afforded a six-month period to sell or otherwise dispose of the Cable System. During the six-month period, Grantee shall operate the Cable System in accordance with this Ordinance. At the expiration of the six-month period, Grantee has the right to remove its Facilities within a reasonable time.

Section 14. Unauthorized reception of Cable Service; tampering with Facilities.

- (a) It shall be unlawful for any Person without Grantee's consent to willfully tamper with, remove or injure any of Grantee's Facilities.
- (b) It shall be unlawful for any Person to make or use any unauthorized connection to any part of Grantee's Cable System.
- (c) Any Person that violates this subsection regarding theft of service shall be guilty of a misdemeanor and punished by a fine not to exceed \$500.00 for each occurrence or imprisonment for a term not to exceed 90 days or both, such fine and imprisonment as may be imposed by a court of competent jurisdiction.

Section 15. Notices. Notices under this Ordinance shall be in writing and shall be deemed given delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To City: City of Covington
 200 W. Washington, Ave.
 Covington, TN 38019
 Attn: TINA DUNN
 Phone: (901) 476-9613
 Email: tdunn@covingtontn.com

To Grantee: Ritter Communications, Inc.
P. O. Box 17040
Jonesboro, AR 72403
Attn: Bob Mouser VP Business Development
Phone: (870) 429-1116
Email: Bob.Mouser@rittercommunications.com

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

Section 16. Miscellaneous.

- (a) Severability. If any provision of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance. The invalidity of any portions of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by Grantee under the remaining provisions of this Ordinance.
- (b) Complete Agreement. All ordinances and parts of ordinances in conflict with this Ordinance are repealed as of the effective date of this Ordinance, excluding all public utility franchises granted to public utilities, including utilities regulated by the Tennessee Public Utility Commission.

Section 17. Be it further ordained, that this ordinance shall take effect immediately after its passage, the public welfare requiring it.

Passed and adopted this _____ day of _____, 2019

City of Covington

By: _____

Attest: _____
City Clerk

Name: _____

Title: Mayor

ORDINANCE 1712

AN ORDINANCE TO AMEND THE COVINGTON MUNICIPAL ZONING MAP TO REZONE PROPERTIES ON MUELLAR BRASS ROAD AND OLD BRIGHTON ROAD (DONALD M. BASKIN JR. PROPERTY) FROM R-2 (MEDIUM DENSITY RESIDENTIAL) DISTRICT TO B-2 (HIGHWAY ORIENTED BUSINESS) DISTRICT

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-201 and 13-7-202 a zoning ordinance and map have been adopted for the City of Covington; and,

WHEREAS, the Covington Municipal-Regional Planning Commission has recommended that the following property be reclassified from its current zoning designation to the proposed zoning designation and,

WHEREAS, a public hearing was held before Covington Board of Mayor and Aldermen pursuant to section 13-7-203, Tennessee Code Annotated, the time and place of which was published with fifteen days advance notice; and,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON:

SECTION 1. That the following described property be rezoned from R-2 (Medium Density Residential) District to B-2 (Highway Commercial) District:

A Portion of Parcel 40.00 on Tipton County Tax Map 050.

Beginning at a point, said point being the intersection of the northwestern boundary of Parcel 40.00 on Tipton County Tax Map 050 and the existing boundary of the B-2 (Highway Commercial) Zoning District; thence moving in a southeastern direction along the said zoning district boundary to a point, said point being the southeastern most corner of said zoning district, the eastern boundary of Parcel 40.00, and the western right of way of Old Brighton Road; thence moving in a southern direction along the eastern boundary of Parcel 40.00 to a point, said point being the southeastern most corner of Parcel 40.00; thence moving in an easterly direction along the southern boundary of Parcel 40.00 to a point, said point being the southwestern most corner of Parcel 40.00; thence moving in a northeasterly direction along the western boundary of Parcel 40.00 to the point of beginning.

SECTION 2. BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon its passage after third and final reading, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading

Mayor

Passed Second Reading

City Recorder

Passed Third Reading

